

Pipwar Ltd Co – Terms and Conditions

1. Introduction and Acceptance of Terms

Pipwar Ltd Co (“Pipwar”, “the Company”, “we”, or “us”) is a company that operates a global forex trading competition platform through our website www.pipwar.com (“Platform”). These Terms and Conditions (“Terms”) govern your access to and use of the Platform and all related services provided by Pipwar. By accessing, registering an account on, or participating in any competition on our Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not use the Platform or participate in the competitions. These Terms constitute a legally binding agreement between you (the “User” or “Participant”) and Pipwar.

2. User Eligibility

Use of the Platform and participation in competitions is only open to individuals and entities who meet the following eligibility criteria:

- **Minimum Age:** You must be at least 18 years old (or the age of legal majority in your jurisdiction, if higher) to register and participate. By using the Platform, you represent and warrant that you are of legal age to form a binding contract.
- **Legal Capacity:** You must have the legal capacity to enter into these Terms. If you are registering on behalf of a corporate entity (e.g., a company or organization), you represent that you have the authority to bind that entity to these Terms. All references to “you” in these Terms apply to both the individual user and the entity, if applicable.
- **Jurisdictional Restrictions:** The Platform is available worldwide, but you may not use the Platform if you are in a country or region where such contests are prohibited by law or regulation. It is your responsibility to ensure that your participation is legal in your local jurisdiction. Participants must not be subject to any sanctions, embargoes, or legal restrictions that would prohibit their participation (for example, being listed on trade sanctions lists). Pipwar reserves the right to refuse access to the Platform in any jurisdiction or to any user that is under legal restrictions.
- **One Account Per Person/Entity:** Each individual or entity is only allowed to maintain one account on the Platform, unless explicitly permitted by Pipwar. You may not register or operate multiple accounts in an attempt to gain an unfair advantage or circumvent competition rules. Accounts found to be duplicate or fake may be suspended or terminated.
- **Employees and Affiliates:** Employees, agents, or partners of Pipwar, as well as any of their immediate family members or household members, are not eligible to participate in any prize-winning competitions on the Platform. This is to ensure fairness and avoid conflicts of interest.

By participating, you confirm that you meet all the above eligibility requirements and that you have not been previously suspended or removed from the Platform for any violation. Pipwar may request you to provide proof of eligibility (such as identification documents or corporate authorizations) at any time. If you do not meet the eligibility criteria or fail to provide requested proof, Pipwar may disqualify you from any competition or terminate your account.

3. Account Registration and User Responsibilities

To access certain services and competitions on the Platform, you must create an account.



When registering an account, you agree to provide accurate, current, and complete information about yourself (or your organization) as prompted by the registration form. You are responsible for keeping your account information (including contact details) up to date. The following rules and responsibilities apply to account holders:

- **Account Security:** You are responsible for maintaining the confidentiality of your login credentials (username and password) and for restricting access to your account. Any activity that occurs under your account will be deemed to have been authorized by you. If you suspect or become aware of any unauthorized use of your account or any security breach, you must notify Pipwar immediately. Pipwar is not liable for any loss or damage arising from your failure to secure your account.
- **Truthful Information:** You agree not to misrepresent your identity or affiliation with any person or entity. The name and information associated with your account must be your own (or that of the entity you represent), and you may not use the name or identity of another person, or any name that is offensive or violates any third-party rights. Providing false, inaccurate, or misleading information may result in suspension or termination of your account.
- **User Conduct:** You agree to use the Platform and participate in competitions in a fair and lawful manner. You must comply with all competition rules, these Terms, and all applicable laws and regulations while using our services. Prohibited conduct includes, but is not limited to:
 - Cheating, collusion, or any form of manipulation intended to distort competition results. You shall not use unauthorized software (such as trading bots or scripts not approved by Pipwar) or engage any third party to participate on your behalf in order to gain an unfair advantage.
 - Attempting to interfere with the proper functioning of the Platform. You must not introduce malware, viruses, or any harmful code, or engage in activities like denial-of-service attacks that could disrupt the services.
 - Abusing, harassing, or impersonating other participants or Pipwar staff. Any form of abusive language, hate speech, or other harmful behavior in communication channels provided by the Platform is strictly prohibited.
 - Engaging in any activity that violates intellectual property rights or other rights of Pipwar or third parties, or any unlawful activity.Pipwar reserves the right to investigate suspected violations of these rules. We may suspend or terminate your account, disqualify you from a competition, reclaim prizes, or take other appropriate action if we believe (in our sole discretion) that you have violated these Terms or engaged in any misconduct.

You are responsible for any consequences (including any losses incurred or legal liability) arising from your breach of these Terms or illegal usage of the Platform. You agree to cooperate with Pipwar in any investigation of suspected wrongdoing.

4. Description of Services

Pipwar provides an online platform for **forex trading competitions** that are entirely demo-based. This means all trading activities during competitions are conducted with **virtual currency on simulated trading accounts**, and no real money is invested, traded, or lost at any time. Key aspects of our services include:

- **Demo Trading Competitions:** Users can enter periodic trading contests where they trade in a simulated forex market environment. Upon joining a contest, each



participant adds their demo trading account credited with virtual funds (play money) to be used solely for the competition. For example, a contest might grant each participant to start with a fixed virtual starting balance (e.g., \$10,000 demo credits) to execute trades in forex currency pairs and possibly other financial instruments, depending on contest rules. All trading is done via the Platform's interface or supported third-party trading terminals connected through APIs.

- **Global Participation:** Competitions are open to eligible users worldwide (subject to the eligibility and jurisdiction restrictions in Section 2). Participants from different countries compete under uniform rules. The Platform operates in English (and potentially other supported languages) and is accessible internationally via the web.
- **Competition Format:** Each competition has specific rules, such as duration (e.g., weekly or monthly contests), trading instruments allowed, and win conditions (commonly based on achieving the highest virtual portfolio balance or return on investment by the contest's end). These specific rules are provided on the contest registration page or related guidelines for that competition. By entering a competition, you agree to abide by the particular rules and criteria for that contest in addition to these general Terms.
- **Demo Environment Only:** Since the trading is demo-based, **no actual financial transactions occur**. You are not depositing real funds for trading and you cannot withdraw the virtual funds. The Platform does not facilitate real-money trading or investment. It is solely a skill-based competition environment intended for educational and entertainment purposes, allowing users to demonstrate their trading strategies without financial risk. **Important:** Performance in a Pipwar competition (whether profit or loss in virtual trading) does not translate to real-world financial gain or loss. Past performance in the demo contest is not a guarantee or indication of any future results in actual trading. Pipwar is **not a broker/dealer**, and no trading advice or brokerage service is provided; we merely provide the simulation environment.
- **Third-Party Data and Tools:** The Platform may integrate pricing data, charts, analytics, or trading technology from third-party providers to simulate real market conditions. While we strive to use reliable data sources and tools, please note that these underlying services might be provided by external APIs (see Section 10) and are outside of our direct control.

We continually improve and update the Platform's features. We reserve the right to modify or discontinue any aspect of the Services (including contest formats, frequency, virtual trading parameters, or the Platform's functionality) at any time. If a change materially affects ongoing competitions, we will make reasonable efforts to inform participants (for example, via email or a notice on the website).

5. Entry Fees and Payment Terms

Participation in Pipwar's trading competitions may require payment of an entry fee depending on the tier of the contest you choose. The Platform offers several entry tiers for competitions, each with its associated fee and prize structure. The tiers and their current entry fees (in United States Dollars, USD) are as follows:

- **Free Tier:** \$0 (no entry fee). This tier allows users to participate without any payment.
- **Standard Tier:** \$50 entry fee.
- **Professional Tier:** \$100 entry fee.



- **Elite Tier:** \$150 entry fee.

Each competition will specify which tier it belongs to or if multiple tiers exist. By paying the entry fee for a tier, you gain access to participate in the corresponding competition for that cycle (e.g., a specific week or month). Entry fees are one-time charges per competition entry and are not a subscription. If you wish to join multiple competitions (at the same tier or different tiers), each entry will require the applicable fee at the time of registration (except for Free tier entries which have no charge). All fees are stated in USD; if you are paying in another currency, the equivalent amount and any conversion fees or exchange rates are your responsibility.

Payment Processing: Entry fees must be paid through the payment methods designated by Pipwar on our Platform (such as credit/debit card, PayPal, mobile money, or other methods as available). You must follow the instructions during checkout to complete the payment. The entry fee must be successfully paid in full before you are officially entered into the competition. Pipwar uses third-party payment processors to handle transactions; by paying the fee, you agree to the payment processor's terms and that Pipwar is authorized to charge your selected payment method for the entry fee. Any applicable taxes or charges levied by your financial institution (for example, foreign transaction fees or bank charges) are your responsibility.

Payment Issues: If your payment is not successfully processed (e.g., due to insufficient funds, payment provider decline, or technical error), your entry may not be accepted. It is your responsibility to ensure that the payment information you provide is accurate and that you have the necessary permissions or authority to use the payment method. Pipwar is not responsible for losses or missed opportunities to enter a contest due to payment failures. We reserve the right to refuse or cancel any entry if fraud or unauthorized payment is suspected.

Please note that **all entry fees are final and non-refundable**, as detailed in Section 7 (No Refund Policy). Ensure you choose the correct competition and tier before confirming your entry and payment. If you have questions about fees or face technical difficulties during payment, contact our support prior to completing the transaction.

6. Prize Terms and Winner Disbursement

Pipwar competitions may offer prizes to top performers (for example, cash prizes, gifts, or other rewards as announced for each competition). The following terms apply to prizes and winners:

- **Determination of Winners:** Winners of each competition are determined based on the contest's pre-announced criteria, which typically involve the performance of participants' demo trading accounts (e.g., highest ending balance, highest percentage return, or other metrics as specified). At the end of a competition, the results are calculated and verified by Pipwar. The users ranking in prize-winning positions (for instance, 1st place, 2nd place, etc., as per contest rules) will be designated as potential winners. Pipwar's determination of winners (and rankings) is final and binding, and no correspondence or appeals regarding the outcome will be entertained. We reserve the right to disqualify participants for misconduct or rule violations which can affect standings (see Section 3 on conduct).
- **Prize Notification:** Winners will be notified via the contact information associated with their Pipwar account, such as email. It is important that your account details are



accurate and up-to-date so that we can reach you. The notification will include details on the prize won and instructions on how to claim it. If a winner does not respond to the notification or fails to follow the claim instructions within the specified time frame (which will be stated in the winner notification, e.g., responding within 7 or 14 days), Pipwar reserves the right to declare the prize forfeited and, at our discretion, award it to an alternate winner (for example, the next highest ranked participant) or not award the prize at all.

- **Prize Delivery:** Prizes will be delivered to winners in a manner determined by Pipwar. Cash prizes may be paid via electronic transfer, PayPal, check, or other payment methods as agreed with the winner. Non-cash prizes (if any) will be delivered in coordination with the winner (e.g., gift cards electronically, physical items shipped to a provided address, etc.). Winners may be required to provide additional information or documentation to facilitate prize delivery, such as bank details for a transfer or a valid mailing address. Pipwar aims to award prizes promptly, but please allow some time for processing after competition results are finalized (typically up to 30 days, unless stated otherwise for a specific contest).
- **Verification and Disqualification:** Before awarding any prize, Pipwar may require winner(s) to verify their identity and eligibility. This can include requesting copies of government ID, proof of age, or additional contact verification. Pipwar reserves the right to disqualify any winner who is found to be ineligible (for example, underage or from a prohibited jurisdiction), or who is suspected of violating these Terms or the competition rules (such as cheating). In such cases, that participant's prize is void, and we may choose an alternate winner or void the prize.
- **Taxes and Duties:** Any and all taxes, levies, or duties applicable to the prizes are the sole responsibility of the winner. Pipwar does not withhold or pay taxes on your behalf. Upon winning, you agree that you are responsible for determining and fulfilling your tax obligations in your jurisdiction related to the prize (this could include income tax, etc.). Pipwar may provide you with a statement of prize value upon request, but you should consult your tax advisor regarding reporting. If required by law, Pipwar may also report prize winnings to relevant tax authorities.
- **No Prize Substitution:** Prizes are not transferable or exchangeable by the winner, and must be accepted as awarded. Pipwar reserves the right to substitute a prize (or a component of a prize) for another item of equal or greater value in cases where the advertised prize is unavailable or impractical for any reason. In rare cases, if delivery of a prize to a particular winner is impossible (for example, due to legal restrictions or excessive delivery difficulties in the winner's location), Pipwar may offer an alternative compensation at its discretion or deem the prize forfeited.
- **Prize Changes and Contest Cancellation:** Pipwar intends to fulfill all advertised prizes, but we reserve the right to modify prize offerings or cancel a competition in extraordinary circumstances (for instance, if there are technical failures or insufficient participation that significantly impact the contest's viability). Subject to applicable laws, Pipwar may cancel, suspend, or modify a competition and not award the prize if fairness cannot be guaranteed. If a contest is canceled after entry fees have been paid, we may, at our discretion, refund the entry fees to participants or provide a credit for a future contest, since normally fees are non-refundable (see Section 7). We will make reasonable efforts to notify participants of any such changes.
- **Release:** By accepting a prize, the winner agrees to the use of his/her name, username (screen name), likeness (e.g., profile photo), and country of residence for promotional purposes by Pipwar, without additional compensation, unless prohibited by law. However, we will seek the winner's consent for any such publicity if required under

applicable law. Winners may be asked to participate in promotional activities (such as an interview or testimonial) as part of prize acceptance, but such participation is optional.

Pipwar is not responsible for any prize that is lost, damaged, or delayed in delivery due to factors outside our control (for example, errors in the information provided by the winner, postal service issues, or winner's unavailability). No substitution or compensation will be provided for such issues beyond reasonable assistance in tracking or re-sending when feasible. By entering any competition, you acknowledge that the possibility of winning is subject to these Terms and to chance (to the extent outcomes depend on skill and market movements), and that you have no claim or entitlement to any prize unless and until you are officially declared a winner and fulfill all requirements herein.

7. No Refund Policy

All fees paid to enter competitions on Pipwar are final and non-refundable. This no-refund policy applies to all tiers of competition entry (Free tier has no fee; Standard, Professional, and Elite tiers have paid entry fees as outlined in Section 5) and any other charges that may be associated with the service. Once you have paid an entry fee and your participation in the contest is confirmed, you will not be able to cancel your entry for a refund, regardless of the circumstances. For clarity:

- If you change your mind or decide not to participate after paying the entry fee, you will not receive a refund.
- If you are disqualified from a competition for violating these Terms or the contest rules (for example, due to cheating or providing false information), you will not be refunded your entry fee.
- If you experience technical difficulties (such as internet issues or computer failure) or perform poorly in the competition, the entry fee remains non-refundable.
- If your account is terminated due to a breach of these Terms, any unused entry fees, subscriptions, or balances will be forfeited without refund.

We emphasize this policy to ensure fairness and integrity of the competitions. Non-refundable entry fees are standard practice in skill-based competitions and ensure that all participants have a consistent commitment. **Under no circumstances will entry fees be refunded** once a competition entry is granted. Participants should carefully consider their decision to enter a competition and ensure they can meet any technical or scheduling requirements for participation before paying the fee.

Exception – Competition Cancellation: In the unlikely event that Pipwar itself cancels a competition entirely (for example, due to insufficient number of participants or unforeseen technical failures that make the contest unrunable), Pipwar may elect, at its sole discretion, to refund the entry fees for that competition to participants or to provide credits for future competitions as a courtesy. However, if the competition proceeds and a valid result is declared, no refunds will be issued related to that contest's entry fees, even if you personally did not win a prize or fully participate.

By agreeing to these Terms and entering a competition, you acknowledge that you understand and agree to this No Refund Policy. If you initiate a chargeback or payment dispute for a fee that is ineligible for refund under these Terms, Pipwar reserves the right to suspend or terminate your account and disqualify you from current or future competitions (in addition to



contesting the chargeback with evidence of these Terms). We value our users and encourage you to reach out to customer support if you encounter any problems, but note that our staff is obligated to uphold the no-refund policy uniformly.

8. Intellectual Property

All content, features, and technology provided on or through the Pipwar Platform are the intellectual property of Pipwar Ltd Co or its licensors, except for content that may be provided by users or third parties under license. This includes but is not limited to the website design, text, graphics, logos, button icons, images, software, trading interface, algorithms, and any Pipwar trademark, trade name, or branding ("Pipwar Content"). These are protected by copyright, trademark, trade secret, and other intellectual property laws.

Ownership: As between you and Pipwar, Pipwar retains all right, title, and interest in and to the Platform and Pipwar Content, including all associated intellectual property rights. Your use of the services does not transfer any ownership of any Pipwar intellectual property to you. All trademarks and logos displayed on the Platform that are owned by Pipwar (such as the "Pipwar" name and logo) may not be used by you without our prior written permission. Trademarks or logos not owned by Pipwar (for example, logos of third-party tools or services integrated into the Platform, or currency symbols/data from third parties) remain the property of their respective owners, and use on the Platform is for reference or functional purposes only. You are not granted any right or license to use any Pipwar or third-party trademarks by these Terms.

Limited License: Pipwar grants you a limited, revocable, non-exclusive, non-transferable license to access and use the Platform and Pipwar Content for the purpose of participating in our forex trading competitions and using the services as intended, in accordance with these Terms. This license is conditioned on your continued compliance with these Terms. You agree not to reproduce, duplicate, copy, sell, trade, resell, distribute, or exploit any portion of the Platform or Pipwar Content without express prior written permission from us. Specifically, you shall not: (i) copy, modify, distribute, or create derivative works of the Platform's content or software; (ii) reverse engineer, decompile, or attempt to extract the source code of the software (except as may be allowed by law); (iii) use any data mining, robots, or similar data gathering and extraction tools on the Platform; (iv) use Pipwar's name or any Pipwar Content for any commercial purpose outside the scope of the Platform without authorization.

User-Generated Content: In some cases, the Platform may allow users to submit content (for example, if there are forums, comments, or profile customization). By submitting any content (such as text, images, feedback, or other materials) to the Platform, you grant Pipwar a worldwide, royalty-free, perpetual, irrevocable, sublicensable license to use, copy, modify, display, distribute, and create derivative works from that content in connection with operating and marketing the Platform. You represent that you have the necessary rights to grant this license for any content you provide. (Note: If the Platform does not have user content features, this paragraph may not apply.)

Feedback: If you provide Pipwar with any suggestions, ideas, enhancement requests, or other feedback about the Platform or services ("Feedback"), you acknowledge that such Feedback is given voluntarily and Pipwar may use it freely without compensation to you. Any improvements or modifications to the Platform based on such Feedback remain Pipwar's intellectual property.



Third-Party Content: If the Platform displays or uses any content from third parties (such as forex price data from data providers, or open-source software libraries, etc.), such content is the property of its respective owners. Pipwar does not claim ownership of third-party content and such content is used either under license or under fair use/permission. You must not remove, alter, or obscure any copyright, trademark, or other proprietary rights notices incorporated in or accompanying the Platform.

Any unauthorized use of the Platform or Pipwar Content is strictly prohibited and may result in termination of the limited license and your account, and may also violate applicable laws (including copyright and trademark laws). Pipwar and its licensors reserve all rights in and to the Platform and content not expressly granted to you in these Terms.

9. Disclaimer of Warranties and Limitation of Liability

Disclaimer of Warranties: The Pipwar Platform and all services, content, and competitions provided through it are offered on an “as is” and “as available” basis, without any warranty of any kind, either express or implied. To the fullest extent permitted under applicable law, Pipwar disclaims all warranties and representations, whether express, implied, or statutory, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and any warranties arising out of course of dealing or usage of trade. We do not guarantee that the Platform will be uninterrupted, error-free, or free of viruses or other harmful components.

Specifically, Pipwar makes **no warranty or representation** that: (a) the results obtained from participation in any competition will be accurate or reliable (for instance, we do not guarantee that the simulated trading environment perfectly reflects real market conditions, or that any strategies will perform similarly in real life); (b) the availability or quality of the service will meet your expectations at all times (there may be occasional technical issues or downtime); (c) any errors or defects in the Platform will be corrected promptly. You use the Platform at your **own risk**. All information and tools on the Platform are for competition and educational purposes only, and not intended as professional financial advice. Pipwar is not responsible for any decisions you make based on information from the Platform, and you should use your own judgment or consult professionals for advice outside the scope of these competitions.

Any material downloaded or otherwise obtained through the use of our services is done at your own discretion and risk, and you will be solely responsible for any damage to your device or loss of data that results from the download of any such material.

Third-Party Services: Pipwar does not warrant any information, products, or services provided by third parties in connection with the Platform. For example, data feeds, charts, or payment services may come from third parties. Pipwar is **not the provider of and makes no warranties regarding any third-party offerings or tools** used in our Platform. Such third-party services are provided “as is” without warranties of any kind, and your use of them is at your own risk (see Section 10 for more on third-party tools). Pipwar does not guarantee the accuracy or reliability of data from third-party sources (such as market quotes) and will not be liable for any errors in such data.

Limitation of Liability: To the maximum extent permitted by law, Pipwar and its affiliates, officers, directors, employees, and agents (collectively, the “Pipwar Parties”) shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, or



any loss of profits, revenues, goodwill, data, or other intangible losses, arising out of or in connection with your use of (or inability to use) the Platform or participation in any competition. This limitation of liability applies whether the claim is based in contract, tort (including negligence), strict liability, or any other legal theory, even if we have been advised of the possibility of such damages and even if a remedy fails of its essential purpose.

In particular, Pipwar will not be liable for:

- Losses or damages resulting from technical failures or availability issues of the Platform (e.g., if a server outage or bug affects your ability to trade in a contest).
- Any incorrect or missing data (such as quote errors) from third-party providers.
- Your failure to win a prize or achieve a certain outcome in a competition. Participation is at your own risk and there's no guarantee of winning.
- Any financial decisions you make outside the Platform based on your experience or performance in the competitions. (Remember, it's a demo environment and not predictive of real trading success.)
- Any disputes between you and other users.

If, notwithstanding the above disclaimers and exclusions, Pipwar is found to be liable to you for any claim or cause of action, you agree that the **total liability** of the Pipwar Parties for all claims arising out of or relating to these Terms or your use of the Platform will not exceed the total amount of fees you have paid to Pipwar in the twelve (12) months immediately preceding the event giving rise to the liability, or, if you have paid no fees, then \$100 USD. This limitation applies in aggregate to all of your claims, and the existence of more than one claim will not enlarge this cap. You acknowledge that the fees (if any) charged for the services are based in part on these limitations, and that these limitations will apply even if a limited remedy fails of its essential purpose.

Exceptions: Some jurisdictions do not allow the exclusion of certain warranties or the limitation/exclusion of liability for certain types of damages. To the extent that such laws apply to you, some of the exclusions or limitations above may not apply to you. In such cases, the liability of Pipwar will be limited to the greatest extent permitted by law. Nothing in these Terms shall affect any statutory rights that you are entitled to as a consumer, to the extent that such rights override any limitation herein.

10. Third-Party Tools and API Disclaimer

Pipwar utilizes various third-party tools, services, and Application Programming Interfaces (“APIs”) to operate or enhance aspects of our Platform. These third-party services may include, for example, trading technology providers, market data feeds, analytics tools, payment processors, cloud hosting services, and others that help us deliver the competition experience. While these integrations are meant to improve user experience and Platform functionality, it is important for users to understand the following:

- **Third-Party Integration:** Some features of the Platform rely on third-party services over which Pipwar has no direct control. For instance, live market price data might be provided via a third-party API; charting or analysis tools might be embedded from third-party providers; payment transactions are handled by external payment gateways. We strive to choose reputable providers, but we cannot guarantee their performance. **Use “As Is”:** Any third-party tools or services made available through our Platform are provided “as is” and “as available” without any warranties,



endorsements, or conditions of any kind. Pipwar does not make any guarantees about the accuracy, reliability, security, or suitability of third-party services. Use of third-party integrations is at your own risk, and you acknowledge that the Pipwar Platform's availability may be impacted by the availability of these external services.

- **No Liability for Third Parties:** Pipwar shall have **no liability whatsoever** for any issues, losses or damages arising from the actions or inactions of third-party service providers. This includes, but is not limited to, downtime or unavailability of third-party systems, errors in data provided by third parties, security breaches or data loss on third-party platforms, or any other problems attributable to third-party services. For example, if a third-party market data feed provides incorrect prices that affect contest results, Pipwar will not be held liable for the consequences. Similarly, if a payment processor fails to process an entry fee in time, Pipwar is not liable for your inability to join a contest.
- **Third-Party Terms:** Your use of certain third-party services may be subject to terms and conditions or privacy policies of those providers. For instance, if we use a third-party trading interface, you might have to agree to their end-user license agreement; or using a payment service might bind you to that payment provider's terms. It is your responsibility to review any third-party terms as applicable. Pipwar is not responsible for your compliance with those terms.
- **Changes and Support:** Third-party service providers may change their APIs, pricing, or policies, or even discontinue service, which can affect the Platform. Pipwar reserves the right to change or remove third-party integrations without prior notice if required by the provider or to maintain the functionality of the Platform. While we will attempt to minimize disruptions, there may be cases where a feature is altered due to a third-party change. Additionally, any issues arising from third-party tools may not be fully within Pipwar's ability to support or fix. We will act as necessary to try to resolve or mitigate problems, but we cannot guarantee a fix if the root cause lies with the third-party provider.
- **No Endorsement:** Reference to or integration of any third-party product, service, or API on the Platform does not constitute an endorsement or recommendation by Pipwar. Third-party names and logos are used only to identify their services, and all such intellectual property remains owned by those third parties. You should not interpret any integration as a warranty or certification of the third-party service by Pipwar.

In summary, while third-party tools are a part of how Pipwar delivers its Services, they come with their own set of risks and terms. By using the Platform, you acknowledge these risks and agree that Pipwar is providing access to such third-party services on an "as is" basis without any responsibility for those external components. We encourage you to inform us if you encounter any issue with a third-party integration so we can address it to the extent possible, but any remedies for failures of third-party services are limited to those afforded by the third-party providers themselves (if any).

11. Data Usage and Privacy

Your privacy is important to Pipwar. This Section explains how we collect, use, store, and disclose data when you use the Platform. By using our Services, you also agree to the terms of our data practices as described below (and in any separate Privacy Policy we may provide).



- **Data Collection:** When you register and use the Platform, we collect certain personal information from you, such as your name, email address, contact information, and any other details you provide during account setup. We also collect usage data related to your activities on the Platform, such as your IP address, device information, competition participation, trading performance data, and communication logs. If you enter payment information to pay entry fees, that information may be collected by our third-party payment processors (we do not store full payment card details on our own servers). All data is collected and processed in accordance with applicable privacy laws. By providing personal information, you represent that it is accurate and that you have the right to provide it.
- **Use of Data:** Pipwar uses the data we collect to operate and improve the Platform, to process your competition entries, to communicate with you (e.g., sending competition updates, winner notifications, support responses), and to analyze Platform usage (e.g., for improving our services and competitions). Internally, your data may be used to generate insights, such as overall trading statistics, user rankings, or detecting fraudulent activities. We may also use your email to send newsletters or promotional materials about upcoming competitions or features, but you will have the option to opt-out of non-essential communications.
- **Data Storage:** The personal data and user information we collect is stored on secure servers/databases that Pipwar maintains or that are maintained by reputable cloud service providers on our behalf. We implement reasonable and appropriate security measures to protect your data from unauthorized access, alteration, disclosure, or destruction. However, no system can be 100% secure, so we cannot guarantee absolute security of your information. You are responsible for maintaining the security of your account credentials as noted in Section 3.
- **Data Sharing:** Pipwar's general policy is that we **do not share your personal information with third parties** except under specific circumstances necessary for the operation of the service or as required by law. We do *not* sell your personal data to third-party marketers. We may share data with:
 - **Service Providers:** Trusted third-party service providers that assist us in operating the Platform (such as cloud hosting, email delivery services, payment processors, analytics services). They will receive only the data necessary to perform their function and are obligated to protect your information and use it only for the purposes of providing services to us.
 - **Legal Requirements:** If we are compelled by law, regulation, legal process, or governmental request to disclose any of your information, we may do so. Pipwar reserves the right to disclose user data to the extent we reasonably believe it is necessary to (i) comply with any legal obligation or respond to governmental authorities (in or outside of your home country); (ii) enforce our Terms or other agreements; (iii) protect the rights, property, or safety of Pipwar, our users, or the public; or (iv) prevent or stop activity we consider to be illegal or unethical. In other words, while we value user privacy, we may share information if **we deem it necessary** in good faith to comply with laws or protect our interests or others' rights (which aligns with "unless Pipwar deems it necessary" in the prompt).
 - **Business Transfers:** In the event that Pipwar (or substantially all of its assets) is involved in a merger, acquisition, financing, reorganization, bankruptcy, or sale of assets, your information may be transferred to the successor or assignee as part of that transaction. We would seek to ensure the successor honors the commitments we have made in these Terms regarding your data.



Except for the circumstances above, **Pipwar will not share your personal information with third parties without your consent**, unless it is anonymized or aggregated such that it no longer identifies you. We may, for example, publish aggregate statistics about Platform usage or competition outcomes (e.g., total number of participants, average returns, winning strategies) for marketing or analytics, but these will not include personally identifying information without permission.

- **Internal Use and Interpretation:** The prompt indicates that user data is “stored, interpreted, and used internally but not shared—unless Pipwar deems it necessary.” In line with that, you agree that Pipwar may use your data internally for any legitimate purpose related to the provision, analysis, and improvement of the Platform. This includes using algorithms to interpret trading data (for example, to flag unusual trading activity or to tailor features to user skill levels), and using your contact information to send service-related announcements. All such use will be in accordance with applicable data protection laws and our own data policies.
- **Privacy Policy:** Additional details about our privacy practices may be provided in a dedicated Privacy Policy on the website. Such a policy is incorporated by reference into these Terms. In case of any conflict between these Terms and the Privacy Policy regarding data usage, the Privacy Policy will prevail for matters of interpretation of data practices. We encourage you to read our Privacy Policy (if available) to better understand how we manage personal data.
- **User Rights:** Depending on your jurisdiction, you may have certain rights regarding your personal data. For example, users in some regions (such as the EU under GDPR or California under CCPA) have rights to access personal information, correct or delete it, or opt-out of certain processing. Pipwar will endeavor to honor such rights requests in accordance with applicable law. You may contact us using the information in Section 14 (Contact Information) to inquire about exercising any data subject rights or privacy concerns.
- **Data Retention:** We will retain your personal information for as long as necessary to fulfill the purposes outlined in these Terms and to comply with legal obligations (such as tax and accounting requirements), resolve disputes, and enforce agreements. If you close your account, we may retain certain data (for example, competition records, communications, and records of your identity) for record-keeping and legal purposes, but we will handle it in accordance with this section and applicable law.

By using the Platform, you consent to the collection and use of your data as described above. If you do not agree with our data practices, please do not use the Platform. We take user privacy seriously and will make efforts to notify users of significant changes to our data usage practices (for example, via updating the Privacy Policy and indicating a new effective date).

12. Amendments to Terms

Pipwar reserves the right to modify, update, or revise these Terms and Conditions at any time in its sole discretion. As our business and legal requirements evolve, we may need to make changes to these Terms. When we do so, we will provide notice to users in an appropriate manner:

- **Posting of Revised Terms:** If we make material changes, we will post the updated Terms on the Pipwar website (usually on the Terms and Conditions page). The “Last Updated” date at the top or bottom of this document will be updated to reflect the date



of the latest revisions. We may also provide additional notice of changes by other means, such as via email to registered users or a prominent announcement on our Platform, especially if the changes are significant.

- **Acceptance of Changes:** Any revised Terms will become effective on the date specified in the notice or on posting, and will apply to your use of the Platform from that point forward. It is your responsibility to review any updated Terms. By continuing to access or use the Platform after the revised Terms have taken effect, you are agreeing to the updated Terms. If you do not agree to the new Terms, you must stop using the Platform and, if applicable, cancel your account.
- **Material Changes:** If a change to the Terms materially affects your rights or obligations, we will endeavor to give advance notice (e.g., 15 days prior or as required by law) before those changes become effective, to allow you the opportunity to review and potentially terminate use if you do not agree. Non-material changes (such as clarifications, drafting improvements, or changes that do not negatively impact user rights) may be effective immediately upon posting.
- **Contest-Specific Rules:** Occasionally, new features, promotions, or competitions might come with their own supplemental terms or rules. We will make those available to you at the time (for example, in contest announcements). Those supplemental terms are in addition to these Terms, and in the event of a conflict, those specific terms will govern for that particular feature or contest.
- **Severability of Changes:** If any part of these Terms is updated and found invalid or unenforceable (e.g., due to a change in law), the rest of the Terms will remain in effect as per the severability clause (see Section 13 if included or an additional clause).

We encourage you to periodically review the Terms and any policies incorporated herein (like the Privacy Policy) to stay informed of any updates. Pipwar may, at its discretion, ask you to actively consent to updated Terms (for example, through a click-through agreement on login) but is not required to do so for the Terms to be effective.

13. Governing Law and Dispute Resolution

These Terms and Conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter, shall be governed by and construed in accordance with the laws of **Ghana**, without regard to its conflict of law principles. By using the Platform, you agree that the laws of Ghana will govern any disputes between you and Pipwar.

If you are a consumer in a jurisdiction that gives you the right to have disputes resolved under your local laws or in your local courts, this governing law clause may not deprive you of any such protection that you have under mandatory law. However, in the absence of any such mandatory provision, the law of Ghana will apply.

Jurisdiction: You agree that any dispute or claim arising out of or relating to these Terms or your use of the Platform that cannot be resolved amicably shall be subject to the exclusive jurisdiction of the competent courts of Ghana. Pipwar is headquartered in Ghana, and by agreeing to these Terms, you consent to personal jurisdiction in Ghana courts for the purpose of litigating such disputes. We and you agree to submit to the jurisdiction of Ghanaian courts (for example, the courts of the Republic of Ghana), and you waive any objections to the exercise of jurisdiction by those courts or to the venue of such courts on grounds of inconvenient forum or otherwise.



Dispute Resolution and Arbitration (if applicable): (This subsection could detail if Pipwar chooses to have an arbitration clause. The prompt did not specify, so we may assume disputes can go to court. If necessary, one could include an arbitration requirement or mediation step. As it's not explicitly requested, and to keep it straightforward, we will stick to court resolution in Ghana.)

We hope to resolve any concerns or disputes through our customer support team in good faith. If you have an issue or disagreement with Pipwar, you are encouraged to contact us first to seek a resolution before pursuing formal legal action. Often, issues can be clarified or resolved without resorting to litigation.

Injunctive Relief: Notwithstanding the above, either party may seek interim or injunctive relief in any court of competent jurisdiction to protect its rights or property while any dispute resolution is pending.

14. Contact Information

If you have any questions, concerns, or comments about these Terms & Conditions or any other aspect of the Pipwar Platform, please feel free to contact us. You can reach Pipwar Ltd Co through the following contact information:

- **Company Name:** Pipwar Ltd Co
- **Email:** support@pipwar.com (for general inquiries and support)

We will endeavor to respond to inquiries within a reasonable timeframe. Official notices regarding these Terms (for example, legal notices) should be sent in writing to our registered address with a copy via email for expediency.

Miscellaneous:

- **Entire Agreement:** These Terms (along with any contest-specific rules or additional policies referenced) constitute the entire agreement between you and Pipwar concerning the Platform and supersede any prior agreements or understandings regarding the same subject matter.
- **Waiver:** Our failure to enforce any right or provision of these Terms shall not be considered a waiver of that right or provision. Any waiver must be in writing and signed by an authorized representative of Pipwar.
- **Severability:** If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be enforced to the maximum extent permissible and the remaining provisions of these Terms will remain in full force and effect.
- **Assignment:** You may not assign or transfer any of your rights or obligations under these Terms without our prior written consent. Pipwar may assign its rights and obligations to an affiliate or in connection with a merger or acquisition or sale of assets.
- **Headings:** Section headings in these Terms are for convenience only and have no legal or contractual effect.

By using the Pipwar Platform, you acknowledge that you have read, understood, and agree to these Terms and Conditions. If you do not agree, you must refrain from using the Platform or



participating in any competitions. Thank you for being a part of the Pipwar community, and we wish you a fair and enjoyable trading competition experience.